

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Education ("Grantor") and Grantee. Grantee will use the financial assistance to undertake and complete a project (the "Eligible Grant Project") under the Consolidated Continuous Improvement Program (the "CCIP"). The Community Connectors Grant Information (the "Grant Information") is located in the Library. In the event of a conflict between the Agreement and the Grant Information, the Agreement shall prevail and control.

**1. Eligible Grant Project Funding.**

**1. (a) State Grant.** Grantor hereby grants to Grantee, funds in an amount those requested and approved for disbursement in the Grant Application in CCIP (the "Grant Funds").

**1. (b) Purpose.** The Grant Funds may be used for the sole and express purpose of undertaking and completing the project in the Grant Application. Grantee may not use the Grant Funds for any purpose other than for Eligible Grant Project.

**2. Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio (the "State") budgetary constraints. If Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice.

**3. Subsequent Increase.** In cases where there is a reduction of Grant Funds and Grantor provides the written notice to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing of such increase.

**4. Payment and Accounting of Grant Funds**

**4. (a) Payment of Grant Funds.**

**4. (a) (i) Project Cash Requests.** Grant Funds shall be disbursed to Grantee on a reimbursement basis. Grantor shall review invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee. Grantee shall provide to Grantor such documentation as necessary to substantiate a project cash request. In the event of a complete or partial denial, and Grantee shall have an opportunity to re-submit the request for payment with additional information responsive and/or initiate a voucher for payment within 30 days after receipt of a payment request from Grantee.

**4. (a) (ii) Restrictions on Use of Grant Funds.** Grant Funds shall only be disbursed to Grantee for expenditures that are consistent with the disbursement of Grant Funds described above, up to five (5) percent of the Grant Funds may be disbursed to Grantee for other purposes.

**4. (b) Permissible Expenses.** If "travel expenses," as defined in Ohio Administrative Code Section 126-1-13.01, are incurred by Grantee in accordance with the Grant Application, Grantee shall be reimbursed in accordance with the Expense Rule. Grantee agrees that it shall not be reimbursed amounts for expenses that were not incurred by Grantee, whether purchased by the Grantee or Grantor or their respective employees or agents.

**4. (c) Budget Amendment.** A budget amendment is required when Grantee desires to reallocate to or from a line item ten percent (10%) of the approved line item amount. Reallocation of less than ten percent (10%) to or from a line item and reallocating Grant Funds to any new budget line item. The addition of a new budget line item not funded with Grant Funds.

**5. Grant Funds Not Expended.** If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantee shall return to Grantor all costs that were not properly expended for the Eligible Grant Project actually incurred by Grantee or for costs that fail to meet the eligibility guidelines outlined in the Grant Application. If Grantee fails to return such improperly expended costs within 30 days after the Project Completion Date or abandonment has occurred, Grantee shall return such costs to Grantor.

6. Repayment of Grant Funds.

6. (a) Non-Completion of Eligible Grant Project. If the Eligible Grant Project is not completed during the Term, to the Grantor, all or a portion of Grant Funds disbursed to Grantee as Grantor determines. Grantee shall pay this amount

6. (b) Payment Overages. In no event shall disbursements exceed the amount of Grant Funds. Further, if

7. Agreement Deadlines and Term.

7. (a) Term of Agreement. This Agreement shall be in effect from the Effective Date through June 30, 2017 as the "Term"). Notwithstanding the above, Grantee acknowledges that the Term extends beyond the Project Completion Date

7. (b) Modification to Term of Agreement. If it is anticipated that Grantee will not have completed the Eligible Grant Project by June 30, 2017, Grantee shall provide written notice to the Grantor at least 60 days prior to June 30, 2017, unless otherwise agreed to by the Grantor. It will be within the sole discretion of Grantor to extend the Term of this Agreement.

8. Non-Discrimination.

8. (a) Minority Hiring Goal. Grantee shall make a good faith effort to employ minority persons in the completion of the Eligible Grant Project. Such efforts shall include, but not be limited to, employing minority persons who reside in the county in which the Eligible Grant Project is located and any contiguous Ohio counties.

8. (b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, gender, age, disability, or any other protected class. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment without discrimination. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Eligible Grant Project. Grantee shall require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

9. Project Manager. Grantee hereby designates the officer or employee of Grantee identified in the Grant Application as the person designated to serve as Project Manager.

10. Securing Contractor(s).

10. (a) Qualified Personnel. Grantee agrees to secure qualified personnel and/or contractors to complete eligible activities of the Eligible Grant Project on behalf of Grantee or any Consortium Member(s) as identified in the Grant Application, or under the direct supervision of the Project Manager. Grantee shall not delegate the performance of any eligible activities to contractors under this Agreement, including any applicable procurement processes.

10. (b) Binding Provisions. Where performance of eligible activities of the Eligible Grant Project are carried out by contractors under this Agreement, the terms and conditions of this Agreement binding on such Consortium Member(s) and/or contractor. Notwithstanding any delegation of activities to contractors, Grantee shall remain responsible for the performance of eligible activities in accordance with requirements of the Agreement.

11. Reporting.

11. (a) Compliance Reports. Grantee shall provide a Compliance Report to the Grantor at three dates during the Term of this Agreement, including the date of the first payment, the date of the second payment, and the date following:

- 11. (a) (i) The total number of participating students;
- 11. (a) (ii) The total number of participating mentors;
- 11. (a) (iii) The total number of contact hours;
- 11. (a) (iv) Budget and match reporting details; and
- 11. (a) (v) The total number of hours spent training mentors.

Additionally, at any time during the Term of the Agreement, Grantor may request an updated Compliance Report, which Grantee shall provide.

11. (b) Final Expenditure Report. Within 90 days after the Eligible Grant Project is completed, whether on or before the date of the final payment, Grantee shall provide a Final Expenditure Report ("Final Expenditure Report") in the form prescribed by the Grantor.

12. Records Maintenance and Access.

12. (a) Maintenance of Records. Grantee shall establish and maintain for at least three years after the Project Grant Project, including, but not limited to, financial reports and all other information pertaining to Grantee's performance such records as may be relevant to such matter until it is finally resolved.

12. (b) Inspection and Copying. At any time during normal business hours and upon not less than 24 hours prior notice, Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Consortium Member(s), as the case may be. Grantor, its agents and other appropriate State agencies and officials may review, with reasonable efforts to conduct its inspection of books and records in such a manner as not to interfere unreasonably. Grantor shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this section from the Consortium Member(s) to authorize, Grantor to inspect the personnel records and corporate financial statements of the Consortium Member(s) for public inspection. This inspection right does not require Grantee or any Consortium Member(s) to waive any protection.

### 13. Adherence to State and Federal Laws and Regulations.

13. (a) General. Grantee and any Consortium Member(s) shall comply with all applicable federal, State, and local laws and the operation of the Eligible Grant Project as long as Grantee has any obligation to Grantor under this Agreement. Grantee shall not receive compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholdings, or any other amounts related to the operation of the Eligible Grant Project, and Grantee shall comply with all applicable environmental, zoning, planning and building codes.

13. (b) Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio Revised Code sections 2921.42, 2921.421, and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws. Violation of the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds.

13. (c) Conflict of Interest. No personnel of Grantee, any Consortium Member(s) or contractor of Grantee, and any person who has been engaged by Grantee to perform work under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person, who, voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, such person shall not participate in any such action. If the interest is disclosed, his or her participation in any such action would not be contrary to the public interest.

13. (d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) amounts to the State or a State agency for the administration or enforcement of any environmental laws of the State, or (2) amounts to the State or a State agency for the administration or enforcement of any environmental laws of the State, or not the amounts owed are being contested in a court of law.

If Grantee owes any outstanding liability or liabilities, as described above in this Section 13(d), or if Grantee is aware of any Consortium Member(s) at any point during the Term of this Agreement, Grantee shall immediately disclose to Grantor any liabilities disclosed in accordance with the Section unless such liability or liabilities has or have a material impact on this Agreement or of the Consortium Member(s) under any related agreement. This section is not intended to require a protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined.

13. (e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statement to obtain an award of financial assistance from the State, any State agency or a Political Subdivision. In the event that Grantee makes a false statement to obtain an award of financial assistance for any future economic development assistance from the State, any State agency or a Political Subdivision. In such event, Grantee shall be guilty of a felony, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F) (1).

13. (f) Prevailing Wage. Construction of public improvements with public funds may be subject to the prevailing wage requirements provided by the State under certain provisions of the Ohio Revised Code are also subject to the prevailing wage requirements. The Ohio Department of Transportation, Division of Construction and Labor, makes all determinations about the application of prevailing wage requirements. If applicable, Grantor shall designate or cause to be designated an individual who shall provide services applicable to the Eligible Grant Project. Grantee shall designate or cause to be designated an individual who shall provide services applicable to the Eligible Grant Project.

13. (g) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantee are subject to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under the Freedom of Information Act.

#### 14. Default and Remedies.

14. (a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement ("Default"). Notice" from Grantor. During the 30 day cure period, Grantee shall incur only those obligations or expenditures prescribed by the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any term or condition of this Agreement and such default continues beyond any applicable period of cure or grace.

14. (b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

14. (b) (i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate the disbursement of Grant Funds.

14. (b) (ii) Demand Repayment of Grant Funds. Under the circumstances described in Section 4 and 14. (b) (i), Grantor may demand repayment of Grant Funds in an amount that exceeds the Grant Funds awarded.

14. (b) (iii) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under law or equity.

14. (c) Early Termination. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement, (ii) becomes insolvent or unable to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy is filed against Grantee, or (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employment benefit plan. Any termination of this Agreement by Grantor for any reason permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available to Grantor under this Agreement.

14. (d) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or equity shall preclude Grantor from pursuing any other remedy available to Grantor, including, without limitation, those remedies available under this Agreement.

14. (e) Effects of Termination. Within 60 days after termination of this Agreement following any default, Grantee shall provide to Grantor a written report of the actual cost of the Eligible Grant Project, a written summary of all work completed and the status of the Eligible Grant Project, and a copy of the final financial audit report. This reporting obligation shall survive the termination of the Agreement.

14. (f) Grantor's Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorney fees and costs, incurred by Grantor in connection with the enforcement of this Agreement.

15. Liability. Grantee shall maintain, or cause to be maintained, liability and property insurance to cover all risks of liability (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent required for the negligent acts or negligent omissions of Grantee, its employees, agents and contractors. Grantee shall defend and indemnify Grantor from and against any claims, demands, suits, judgments, awards, losses, damages, costs, expenses (including attorney fees and costs), and other amounts paid by Grantor in respect of any such liability. Grantee shall not impute or transfer any such liability to Grantor.

16. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall have been complied with, and until such time as all funds have been made available and are forthcoming from

17. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by w

If to Grantor: Ohio Department of Education, 25 South Front Street, Columbus, Ohio 43215-4176, Attn: Community With a copy to Chief Legal Counsel, ODE

If to Grantee: To the Project Manager, and Address as set forth in OEDS

18. Miscellaneous.

18. (a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters inc

18. (b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or State that all claims in respect of such action or proceeding may be heard and determined in any such court, and Gr brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right proceedings by Grantee against Grantor or the State involving, directly or indirectly, any matter in any way arising ou

18. (c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference or verbal agreement, understanding or representation between the parties or any of their respective officers, agents or modify any of the terms or conditions of this Agreement.

18. (d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, with

18. (e) Amendments. Either party may at any time during the term of this Agreement request amendments or and the justification for each change. The parties shall review the request for amendment taking into consideration Agreement, an amendment shall be written, approved, and executed in the same manner as the Agreement. All a includes the proposed change(s).

18. (f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Gr of its rights under this Agreement or applicable law.

18. (g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of

18. (h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall no

18. (i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to the unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

18. (j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and

18. (k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or o benefit the parties and their respective successors and permitted assigns.

18. (l) Authorized Representative. The Grantee represents and warrants that the Grantee, through its authoriz

18. (m) Counterpart. This Agreement may be executed in one or more counterparts including signing a facsimile constitute one and the same instrument.